

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PAUL CASTER,

Plaintiff,

v.

TRIBAR MANUFACTURING, LLC,

Defendant.

Case No. 2:20-cv-12541

Honorable Mark A. Goldsmith

Magistrate Judge Anthony P. Patti

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**ORDER APPROVING SETTLEMENT AGREEMENT AND RELEASE OF
CLAIMS**

WHEREAS, Plaintiff Paul Caster's ("Caster") one-count Complaint alleges that Defendant Tribar Manufacturing LLC ("Tribar") misclassified him as exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") and failed

to pay him an overtime rate of one and one-half times his regular rate of pay for all hours worked excess of forty in each week.

WHEREAS, Tribar denies that it misclassified Caster, violated the FLSA, or is otherwise liable to Caster for any reason.

WHEREAS, on April 12, 2020, the parties reached a comprehensive settlement of Caster's FLSA claim, and any and all other claims that Caster has or may have against Tribar.

WHEREAS, the FLSA requires this Court to "scrutinize the proposed settlement [of FLSA claims] for fairness, and determine whether the settlement is a fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Williams v. K&K Assisted Living, LLC*, 2016 WL 319596, at *1 (E.D. Mich. Jan. 27, 2016).

WHEREAS, the Settlement Agreement was presented to this Court for review.

WHEREAS, the Settlement Agreement was negotiated on behalf of the parties by their respective counsel, both of whom are experienced in litigating FLSA claims, while having access to evidence bearing on the parties' best and worst-case scenarios regarding potential overtime pay liability.

WHEREAS, the Settlement Agreement fairly and reasonably compromises each party's interests, benefits, and rights. *See Lynn's Food Stores v. U.S.*, 679, F.2d 1350, 1354 (11th Cir. 1982); *Williams*, 2016 WL 319596 at *1.

WHEREAS, this Court, after having conducted a review of the Settlement Agreement and being satisfied that it is a fair and reasonable settlement of Plaintiff's claims, orders as follows:

IT IS HEREBY ORDERED that the Settlement Agreement is approved.

HONORABLE MARK A. GOLDMSITH
United States District Court Judge

Dated:

Stipulated and agreed:

By: _____
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